

United States Department of Agriculture Forest Service SPECIAL USE PERMIT Act of June 4, 1897 This permit is revocable and nontransferable (Ref. FSM 2710)	Record No. (1-2) — District (7-8) <u>03</u> State (16-17) 13	Region (3-4) <u>08</u> User No. (9-12) <u>0018</u> County (18-20) 187	Forest (5-6) <u>03</u> Kind of Use (13-15) <u>431</u> Card No. (21)
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Permission is hereby granted to the U. S. Army thru the U. S. Army Corps of Engineers, Savannah District, hereinafter called the HOLDER, to use subject to the conditions set out below, the following described lands or improvements:

A portion of US Tract C-2246, Land Lots 310, 311, and 312, District 6, Section 1, and Land Lots 937, 938, 1007, 1008, 1009, 1010 and 1080, District 11, Section 1, Lumpkin County, GA, Chestatee Ranger District, Chattahoochee National Forest as shown on the Description of Boundary and plat (Exhibit B) attached hereto and made a part hereof.

This permit covers 282.304± acres (subject to 7.055 acres within DOT right-of-way - Camp Wahsega Road) and is issued for the purpose of:

Operate and maintain Camp Frank D. Merrill in cooperation between USDA Forest Service and U. S. Department of Army to provide facilities for 250 military training students 160 cadre and other support personnel. The facility is to be operated by the 5th Ranger Training Battalion, a unit of the U. S. Army Infantry Center, Fort Benning, GA. The area and improvements (including the solid waste landfill site) are shown on Location Plan dated 4/29/94 prepared by the U.S. Army Engineer District, Savannah, from drawing furnished by DEH, Fort Benning, (Exhibit C) attached hereto and made a part hereof.

HOLDER AGREES TO CONDITIONS IN ADDITION TO NUMBERED STANDARD CLAUSES--ADDITIONAL CONDITIONS LISTED AS EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

1. Construction or occupancy and use under this permit shall begin within 1 month, and construction, if any, shall be completed within 3 months, from the date of the permit. This use shall be actually exercised at least 365 days each year, unless otherwise authorized in writing.

2. Fee Exempt - 36 CFR 251.57c

3. This permit is accepted subject to the conditions set forth herein, and to conditions 4 to 31 attached hereto and made a part of this permit.

	Name of HOLDER U. S. ARMY THRU THE HOLDER U. S. ARMY CORPS OF ENG	Signature of Authorized Agent <i>[Signature]</i> TOMMY B. HILL, Chief, RR Div	Date 19 July 1994
ISSUING OFFICER	Name and Signature CLARENCE M. MOORE	Title <i>[Signature]</i> Fire, Aviation and Lands Staff Officer <i>For Forest Supervisor</i>	Date 7/21/94

4. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the Forest Supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the HOLDER as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraised value; provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the HOLDER at no stumpage cost to the HOLDER. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

5. The HOLDER shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

6. This permit is subject to all valid claims.

7. The HOLDER, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

8. The HOLDER shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

9. The HOLDER shall exercise diligence in protecting from damage the land and property of the USDA Forest Service covered by and used in connection with this permit, and shall pay the USDA Forest Service for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the HOLDER, or by any agents or employees of the HOLDER acting within the scope of their agency or employment.

10. The HOLDER shall fully repair all damage, other than ordinary wear and tear, to National Forest roads and trails caused by the HOLDER in the exercise of the privilege granted by this permit.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

12. Upon abandonment, termination, revocation, or cancellation of this permit, the HOLDER shall remove within a reasonable time all structures and improvements except those owned by the USDA Forest Service, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the HOLDER fails to remove all such structures or improvements within a reasonable period, they shall become the property of the USDA Forest Service, but that will not relieve the HOLDER of liability for the cost of their removal and restoration of the site.

13. This permit is not transferable. If the HOLDER through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceedings shall cease to be the owner of the physical improvements other than those owned by the USDA Forest Service situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner provided is qualified as a holder and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

14. In case of change of address, the HOLDER shall immediately notify the Forest Supervisor.

15. The temporary use and occupancy of the premises and improvements herein described may be sublet by the HOLDER to third parties only with the prior written approval of the Forest Supervisor but the HOLDER shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

16. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Regional Forester or the Chief, Forest Service.

17. In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provisions thereof, the following clauses will control.

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18. This permit is not exclusive; that is, the Forest Service reserves the right to use or permit others to use any part of the permitted area for any purpose, provided such use does not interfere with the rights and privileges hereby authorized. (X49)

19. The holder shall indemnify the USDA Forest Service against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit. (B8)

20. Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomena in the Forest that present risks which the holder assumes. The holder has responsibility of inspecting the site, lot, right-of-way, and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and, after securing permission from the Forest Service, or removing such hazards. (B24)

21. Nothing in this permit shall be construed to imply permission to build or maintain any structure not specifically named on the face of this permit, or approved by the authorized officer in the form of a new permit or permit amendment. (X3)

22. The holder agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the permit or with the reasonable exercise and enjoyment by the holder of the privileges thereof. (X19)

23. Appeal of any provisions of this authorization or any requirements thereof shall be subject to the appeal regulations at 36 CFR 251, Subpart C (54 FR 3362, January 23, 1989), or revisions thereto. (X96)

24. No waste or byproduct shall be discharged into water if it contains any substance in concentrations which will result in harm to fish and wildlife, or to human water supplies. (D2)

25. The holder shall protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges authorized by this permit, depending on the type of monument destroyed, the holder shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States", (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service.

Further, the holder shall cause such official survey records as are affected to be amended as provided by law. Nothing in this clause shall relieve the holder's liability for the willful destruction or modification of any Government survey marker as provided at 18 USC 1858. (D4)

26. The holder shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements. (D3)

27. Unless sooner terminated or revoked by the authorized officer, in accordance with the provisions of the authorization, this authorization shall expire and become void on 12/31/2014, but a new special use authorization to occupy and use the same National Forest System land may be granted provided the holder will comply with the then-existing laws and regulations governing the occupancy and use of National Forest lands and shall have notified the authorized officer not less than one (1) year prior to said date that such new authorization is desired. (E2)

28. The use of explosives and ammunition shall be in accordance with safety rules designed to prevent damage to life, property or Forest cover. Periods of use may be restricted by the Forest Service, when fire danger conditions require. (E28)

29. The holder shall dispose of refuse resulting from this use, including waste materials, garbage, and rubbish of all kinds in the following manner: at the landfill on the permitted area.

30. This permit is for the occupancy of land for the purposes stated and does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a Government agency, utility, association, or individual. (X14)

31. Gambling or gambling machines or devices will not be permitted on National Forest System lands regardless of whether or not they are lawful under State law or county ordinances. (X24)

EXHIBIT A

USE OF LIVE AMMUNITION MUST BE AUTHORIZED IN WRITING BY THE FOREST SUPERVISOR.

THE ARMY WILL FURNISH AN ANNUAL OPERATION AND SAFETY PLAN.

DOCUMENTS REQUIRING FOREST SERVICE APPROVAL MUST BE SUBMITTED 30 DAYS IN ADVANCE.

NEITHER THE USDA FOREST SERVICE NOR THE ARMY IS OBLIGATED TO PERFORM ANY SERVICE IN THE ABSENCE OF ANY APPROPRIATION THEREOF BY CONGRESS.

ALL OR PARTS OF THE WORK DESCRIBED IN CLAUSE 10 FOR WHICH THE HOLDER IS RESPONSIBLE MAY, UPON WRITTEN REQUEST BY THE HOLDER AND APPROVAL BY THE AUTHORIZED OFFICER, BE PERFORMED BY THE FOREST SERVICE AND REIMBURSEMENT WILL BE MADE ACCORDING TO CONDITIONS OF THE SUPPLEMENTAL AGREEMENT.

THE ARMY'S LIABILITY UNDER CLAUSE 19 IS LIMITED TO THE EXTENT PERMITTED BY THE FEDERAL TORT CLAIMS ACT, THE TUCKER ACT, AND OTHER ACTS OF CONGRESS, FROM ANY LIABILITY FOR DAMAGE TO LIFE OR PROPERTY ARISING FROM THE OCCUPANCY OR USE OF NATIONAL FOREST LANDS UNDER THIS PERMIT.

MODIFICATION OF SANITARY LANDFILL PORTION OF PERMIT MAY BE NECESSARY DUE TO CHANGES IN LEGISLATION OR FOREST SERVICE POLICY.

Description of the Boundary

Camp Frank D. Merrill Tract C-2246

All bearings in this description are referred to the true meridian and all distances are expressed in feet.

All that certain tract of land lying on the waters of the Etowah River and being part of Land Lots 310, 311 and 312, District 6, and Land Lots 937, 938, 1007, 1008, 1009, 1010 and 1080, District 11, all in Section 1, Lumpkin County, Georgia and more particularly described as follows:

BEGINNING at Corner 1, an aluminum monument lying N42°-23'-50"W, 199.75 feet from the common corner of Land Lots 938, 939, 1006 and 1007 from which Land Lot corner a concrete monument with a brass cap bears S89°-23'E, 17.1 feet. Corner 1 is witnessed by:

13" hickory N35°E, 10.4 feet, blazed and scribed BT
4" black gum N60°W, 16.2 feet, blazed and scribed BT
10" sourwood S35°E, 12.1 feet, blazed and scribed BT

Thence, common to USA Tracts G-641L and 1320Ah,
S15°-10'-35"W, 920.64 feet to Corner 2, an aluminum monument set and witnessed by

12" maple N40°E, 14.5 feet, blazed and scribed BT
9" pine S86°E, 13.7 feet, blazed and scribed BT
22" poplar S58°W, 22.2 feet, blazed and scribed BT

Thence, two (2) courses common to USA Tract 1320Ah,
(1) S62°-01'-38"W, 193.64 feet to Corner 3, and aluminum monument set on the northeast right-of-way of Camp Wahsega Road, said monument witnessed by:

7" red oak S69°E, 18.5 feet, blazed and scribed BT
8" red oak S9°W, 24.3 feet, blazed and scribed BT
4" maple N37°E, 21.6 feet, blazed and scribed BT

(2) S52°-53'-49"W (crossing the southwest right-of-way of Camp Wahsega Road at 133.68 feet) 1082.13 feet to Corner 4, an aluminum monument set and witnessed by:

4" hickory S76°W, 7.0 feet, blazed and scribed BT
24" poplar N12°W, 14.7 feet, blazed and scribed BT
14" poplar S44°E, 15.4 feet, blazed and scribed BT

Thence, common to USA Tracts 1320Ah and C-1634,
N74°-04'-38"W, 1075.00 feet to Corner 5, a point in the center of the unpaved Camp Wahsega Road, said point witnessed by:

An aluminum monument S74°-04'-38"E, 25.60 feet
9" pine due east 32.8 feet, blazed and scribed BT
12" pine S25°E, 33.3 feet, blazed and scribed BT

Thence, along and with the meanders of the center of the unpaved Camp Wahsega Road, generally located as follows:

S33°-19'-11"W, 92.29 feet,
S34°-16'-55"W, 75.16 feet,
S30°-44'-43"W, 71.00 feet,
S27°-08'-32"W, 76.14 feet,
S20°-39'-25"W, 79.98 feet
S14°-37'-12"W, 105.90 feet,
S11°-58'-44"W, 63.13 feet,
S10°-24'-58"W, 84.01 feet,
S10°-57'-37"W, 72.01 feet,
S11°-35'-49"W, 54.02 feet,
S13°-34'-13"W, 56.78 feet to Corner 6, a point in the road witnessed by:

An aluminum monument S78°-56'-01"E, 27.50 feet
7" white oak N56°E, 43.1 feet, blazed and scribed BT
4" red oak S85°E, 29.5 feet, blazed and scribed BT

Thence, leaving the road common to USA Tract 1320Ah,
S78°-56'-01"E, 210.11 feet to Corner 7, an aluminum monument set and
witnessed by:

12" black gum S55°E, 18.3 feet, blazed and scribed BT
4" sourwood N38°E, 14.0 feet, blazed and scribed BT
14" hemlock N5°W, 14.8 feet, blazed and scribed BT

Thence, common to USA Tracts 1320Ah and G-274,
S14°-06'-34"E, 804.85 feet to Corner 8, an aluminum monument set in a
small gap and witnessed by:

5" sourwood S67°W, 12.6 feet, blazed and scribed BT
7" chestnut oak N54°E, 16.5 feet, blazed and scribed BT
28" hemlock S62°E, 10.0 feet, blazed and scribed BT

Thence, common to USA Tracts G-274 and G-380,
S69°-18'-08"W, 455.14 feet to Corner 9, an aluminum monument set on the
west side of Camp Wahsega Road, said monument witnessed by:

6" chestnut oak S2°E, 33.3 feet, blazed and scribed BT
9" maple N78°W, 8.5 feet, blazed and scribed BT
22" poplar N18°W, 4.5 feet, blazed and scribed BT

Thence, common to USA Tract G-380,
S62°-49'-13"W, 828.78 feet to Corner 10, an aluminum monument set and
witnessed by:

6" poplar N15°W, 21.8 feet, blazed and scribed BT
8" sourwood N10°E, 12.4 feet, blazed and scribed BT
15" poplar S80°E, 19.4 feet, blazed and scribed BT

Thence, common to USA Tracts G-380, C-1634 and G-678a,
N14°-06'-27"W, 5367.53 feet to Corner 11, an aluminum monument set and
witnessed by:

13" chestnut oak S40°E, 12.0 feet, blazed and scribed BT
12" chestnut oak N5°W, 16.0 feet, blazed and scribed BT
10' chestnut oak N40°W, 9.5 feet, blazed and scribed BT

Thence, two (2) courses common to USA Tract G-678a,

- (1) N75°-53'-33"E, 1635.00 feet to Corner 12, an aluminum monument set and witnessed by:

5" poplar S45°W, 18.2 feet, blazed and scribed BT
12" white pine N29°W, 15.0 feet, blazed and scribed BT
5" sourwood N38°E, 20.0 feet, blazed and scribed BT

- (2) S14°-06'-27"E, 698.50 feet to Corner 13, an aluminum monument set and witnessed by:

6" sourwood N15°E, 5.0 feet, blazed and scribed BT
4" dogwood S80°W, 1.40 feet, blazed and scribed BT
6" maple S88°E, 12.2 feet, blazed and scribed BT

Thence, common to USA Tracts G-678a, C-1634, G-678b, and G-641L, S29°-38'-50"E, 1806.29 feet to Corner 14, an aluminum monument set on the west bank of the unpaved Cooper Gap Road, said point witnessed by:

7" chestnut oak N6°W, 4.8 feet, blazed and scribed BT
14" chestnut oak N89°W, 16.2 feet, blazed and scribed BT

Thence,

N67°-15'-15"E, 27.86 feet to Corner 15, a point in the center of the road witnessed by:

16" chestnut oak S58°W, 28.3 feet, blazed and scribed BT
13" chestnut oak N43°W, 40.8 feet, blazed and scribed BT

Thence, along and with the meanders of the center of the Cooper Gap Road through Land Lot 937 common to USA Tract G-641L,

N15°-28'-28"E, 43.61 feet,
N33°-28'-33"E, 63.45 feet,
N09°-42'-45"E, 66.11 feet,
N01°-29'-32"E, 115.09 feet,
N05°-04'-37"E, 62.42 feet,
N19°-31'-30"E, 63.96 feet,
N60°-40'-03"E, 39.09 feet,
S74°-03'-27"E, 31.44 feet,
S45°-06'-41"E, 47.94 feet,
S44°-19'-26"E, 63.21 feet,
S50°-32'-04"E, 54.40 feet,
S76°-43'-37"E, 40.30 feet,
N60°-40'-43"E, 53.20 feet,
N21°-16'-42"E, 51.62 feet,
N02°-08'-57"E, 57.00 feet,
N06°-56'-20"W, 125.40 feet,
N05°-57'-04"W, 124.76 feet,
N05°-46'-48"W, 145.20 feet,
N04°-24'-26"W, 80.52 feet to Corner 16, a point in the center of the road witnessed by:

An aluminum monument S89°-12'-29"E, 22.50 feet
10" poplar N52°E, 28.5 feet, blazed and scribed BT
4" white oak S52°E, 24.6 feet, blazed and scribed BT

- Thence, two courses common to USA Tract G-641L,
(1) S89°-12'-29"E, 995.76 feet through Land Lots 937 and 938 to Corner 17,
an aluminum monument set and witnessed by:

7" hickory S82°E, 10.5 feet, blazed and scribed BT
3" dogwood N40°E, 11.0 feet, blazed and scribed BT
7" sourwood N68°W, 12.2 feet, blazed and scribed BT

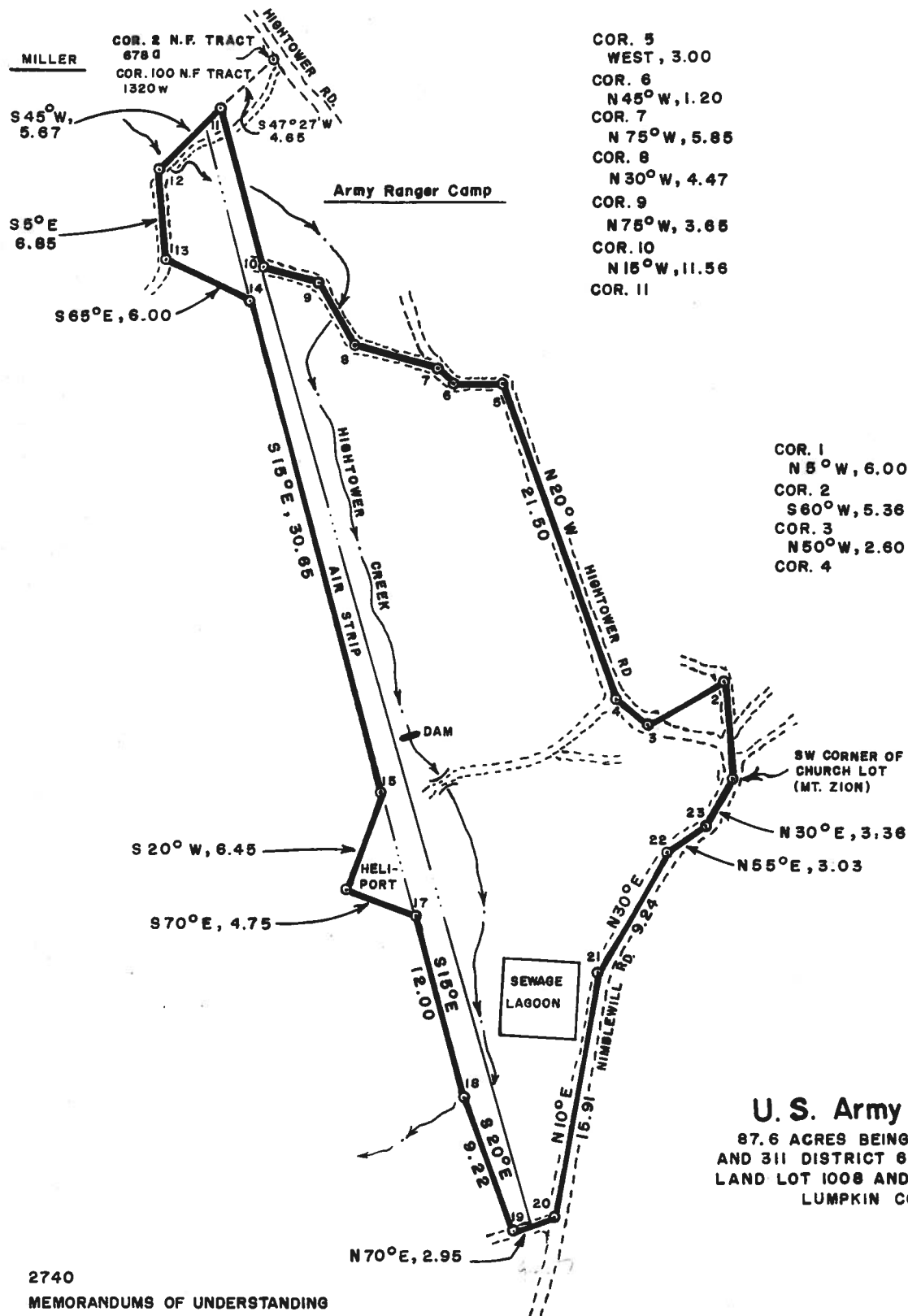
- (2) S40°-25'-45"E, 1021.47 feet to the place of BEGINNING containing 283.55 gross acres, less and excluding Exception 1 as hereinafter described containing 1.03 acre, and also excluding Exception 2 as hereinafter described containing 0.22 acre. Also excluded from this Permit is the area within the Right-Of-Way of the paved portion of Camp Wahsega Road containing 7.05 acres, the net area within this Permit being 275.25 acres. The boundaries, exceptions, and right-of-way are more particularly delineated on the plat entitled "Survey For U. S. Department of Agriculture - Forest Service and U. S. Army - Camp Frank D. Merrill Tract C-2246" by Farley-Collins & Associates, Surveyors, dated November 6, 1992, which plat is attached hereto and made a part hereof. This tract is subject to any existing, or outstanding rights in and to any public utilities and/or roads located hereon, including the right of ingress and egress via Forest Road 142 to private lands located north of this tract.

Exception 1 - Mt. Zion Church and Cemetery

BEGINNING at an iron pin with aluminum cap at the southwest corner of the Mt. Zion Church property, said pin lying N32°-41'-36"W, 848.01 feet from Corner 4 as described herein. Thence,
N50°-46'-12"E, 126.80 feet to an iron pin set. Thence,
N31°-18'-48"W, 249.5 feet (passing over an iron pin with aluminum cap at 203.7 feet) to a point on the south edge of an old road as it existed in 1949. Thence, along and with the meanders of the south side of the old road 250 feet, more or less, to the northwest corner of the tract at a point witnessed by an iron pin with aluminum cap lying
S54°-13'-48"E, 22.6 feet. Thence,
S54°-13'-48"E, 235.6 feet to the place of BEGINNING, containing 1.03 acre, more or less.

Exception 2 - Old Cemetery Lot

BEGINNING at the southeast corner of the cemetery lot at a point lying N68°-37'W, 785.4 feet from the northwest corner of Exception 1 as hereinbefore described. Thence, along a wire fence enclosing the cemetery lot according to deed description of record,
N85°-30'W, 90.42 feet,
N08°-15'W, 92.4 feet,
N82°-15'E, 98.34 feet,
S01°-00'E, 112.2 feet to the place of BEGINNING containing 0.22 acre, more or less.



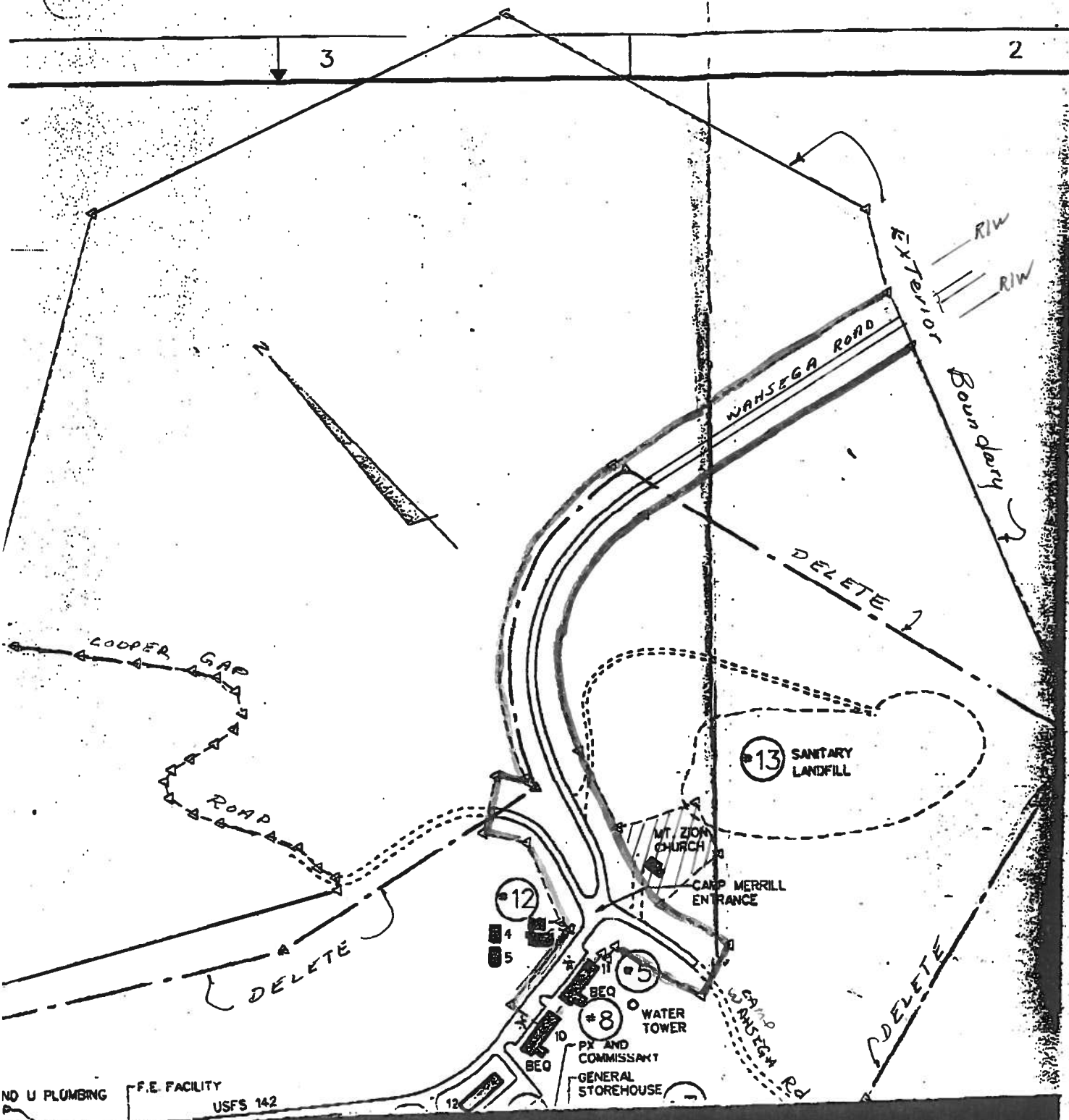
- COR. 1
N5°W, 6.00
- COR. 2
S60°W, 5.36
- COR. 3
N50°W, 2.60
- COR. 4



U. S. Army Ranger Camp

87.6 ACRES BEING PART OF LAND LOT 310
AND 311 DISTRICT 6 SECTION 1 AND PART OF
LAND LOT 1008 AND 1009 DISTRICT 11 SECTION 1
LUMPKIN COUNTY, GEORGIA

2740
MEMORANDUMS OF UNDERSTANDING
CHATTAHOOCHE - CHESTATEE
U.S. ARMY - RANGER CAMP
87.6 ACRES

PLAT O M K
DATE 3/28/73



 = R/W Wahsega Rd. Easement
 = Excepted Area (Church lot)